

- 8 -

I declare under penalty of perjury that the foregoing is true and correct.

Dated: July 27, 1988



H. DONALD NELSON
President
United States Cellular Corporation

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TELEPHONE AND DATA SYSTEMS, INC., et al.,

Plaintiffs,

v.

AMERICAN CELLULAR NETWORK CORP., et al.,

Defendants.

Civil Action No. 88-0264 HHG
(Judge Harold H. Greene)

AFFIDAVIT OF RICHARD W. GOEHRING

City of Park Ridge)
) ss:
County of Cook)

Richard W. Goehring, being duly sworn, states as follows:

1. I am Vice President for Engineering of United States Cellular Corporation. My business address is 1030 Higgins Road, Park Ridge, Illinois 60068.

2. I have been employed by United States Cellular Corporation ("USCC") for the past two years. In my capacity as Vice President for Engineering, I have reviewed numerous construction proposals and have worked directly with our in-house staff and with others outside of USCC in the planning, design, construction, and development of non-wireline cellular telecommunications systems. I have personal knowledge with respect to all phases the design, planning, construction, maintenance, and operation of non-wireline line cellular telecommunications systems.

3. The market to be served by a non-wireline cellular telecommunications system in the Atlantic City Metropolitan Statistical Area is referred to in this affidavit as the "Atlantic City Market". On or about June 13, 1986, USCC entered into an agreement with Ellis Thompson, whereby USCC obtained an option to acquire Mr. Thompson's prospective interest in the Federal Communications Commission

- 2 -

("FCC") authorization to construct and operate a non-wireline cellular system for the Atlantic City New Jersey Metropolitan Statistical Area ("Atlantic City Market"). Pursuant to USCC's contract with Thompson, as amended, USCC's consent was required before Thompson entered into material, long-term contracts relating to the Atlantic City system.

4. I have been informed that at some time during late 1987, American Cellular Network Corporation ("AmCell") made a proposal to Thompson to construct the non-wireline cellular telecommunications system for the Atlantic City Metropolitan Statistical Area (the "AmCell proposal"). In view of his prior contract with USCC, Thompson requested USCC's approval for AmCell's proposal. It is my understanding that USCC reasonably objected to a number of the provisions of the AmCell proposal and did not consent to AmCell's proposal. I have been informed that AmCell and Thompson nonetheless entered into an agreement based upon AmCell's proposal, over USCC's objections.

5. During December of 1987, I was asked to review the AmCell proposal and to provide my opinion regarding the relative merits and disadvantages of AmCell's proposal. This review was undertaken by me as part of my duties as Vice President for Engineering of the USCC.

6. AmCell's proposal was found to be critically flawed in several respects. First, the AmCell proposal does not provide adequate detail in order to determine whether the system AmCell proposes to construct will be technically adequate or economically viable. Second, AmCell's proposal could impose unreasonable and unnecessary operational expenses on the Atlantic City system that could be in excess of \$500,000 per year.

7. The AmCell proposal provides that construction costs will be kept below \$1,250,000.00. This cap, however, may not include all of the costs that will have to be incurred in connection with construction of the system for the Atlantic City

- 3 -

Market. AmCell's budget cap "contemplates using existing towers and buildings". The possibility of using "existing towers and buildings" that are located so that they will provide adequate coverage for the Atlantic City Market, at a reasonable cost to the system, is relatively low.

8. In order to serve the reasonably anticipated needs of the Atlantic City Market through the first year after the system is constructed, it will be necessary to install a system having approximately 100 voice channels. On the basis of the limited details provided in the agreement between Ellis Thompson and AmCell, it cannot be determined that AmCell's proposal includes all of the cell site equipment required to install a 100 voice channel system.

9. In order to provide adequate service for all of the Atlantic City Market, USCC Engineering believes it will be necessary to install a system having four fully redundant cells. On the basis of the agreement between Thompson and AmCell, it cannot be determined that the AmCell proposal includes four fully redundant cells.

10. In addition, it is not clear that the AmCell proposal includes all of the power plant equipment that will be necessary to operate the Atlantic City system. Nor is it clear that AmCell's proposal includes miscellaneous transmission equipment, necessary antennas and coaxial cable, or maintenance spares.

11. Moreover, it appears that AmCell will not itself construct the Atlantic City system. Rather, AmCell's proposal appears to contemplate hiring Motorola to construct the system. Under AmCell's proposal, Motorola will undertake all of the required construction effort as a general contractor. In spite of the fact that Motorola and not AmCell will actually construct the system, AmCell has included in its proposal an additional 10% fee to AmCell, over and above the cost for Motorola to construct the system. This additional 10% fee is excessive and is unjustified.

12. One of the most critical flaws in AmCell's proposal is that AmCell proposes to build the Atlantic City system without a switch located in the Atlantic City

- 4 -

Market. A switch is a critical component of any cellular system. Rather, AmCell proposes to employ its switch for the Wilmington, Delaware system to handle calls for the Atlantic City Market.

13. AmCell proposes to charge the owners of the Atlantic City system \$0.05 per minute in switching fees for use of the Wilmington switch. Based upon the volume of traffic reasonably anticipated for the Atlantic City system by the end of 1989, AmCell's proposal to use the Wilmington switch is economically unsound.

14. Anticipated usage of the Atlantic City system by the end of 1989 will likely average 300,000 to 400,000 minutes per month. Monthly charges for switching services to the owners of the Atlantic City Market could therefore be \$15,000 to \$20,000 per month by the end of 1989, or \$180,000 to \$240,000.00 per year. These charges will continue to escalate as the subscriber base grows.

15. There is no discussion in AmCell's proposal of the charges that will be incurred in transporting the traffic from the Atlantic City Market to the Wilmington switch, and back. These facility charges would be in addition to the charges for use of AmCell's Wilmington switch. Accordingly, AmCell's proposal makes no accommodation for the necessary facility charges that will be incurred by operation of the system off of the Wilmington switch in accordance with the AmCell proposal. If the necessary microwave equipment required for this function is included in the proposed cap on capital construction costs, there would not be any incremental operating costs for leased facilities. However, the AmCell proposal is mute on this issue and, therefore, it cannot be determined how this expense will be accommodated or what the precise costs will be.

16. If charges for microwave facilities are not included in AmCell's proposal, facility charges for transporting calls from the Atlantic City System to AmCell's Wilmington switch, and back, would likely average about \$24,000 per month by the end of 1989. This estimate assumes that six so-called "DS1" facilities are employed to transport the traffic to and from the Atlantic City Market, at a cost of \$4,000 per

- 5 -

DS1 facility per month. Hence, AmCell's proposal could result in additional expenses to the owners of the Atlantic City system of approximately \$288,000 per year.

17. Thus, AmCell's proposal to lease switching services from AmCell's Wilmington switch rather than to purchase a switch for the Atlantic City Market could entail additional expenses estimated at \$528,000.00 per year. None of these charges would be incurred if a switch were installed for the Atlantic City Market. The cost of such a switch would be less than the cost of one year's fees for switching services and facility charges under AmCell's proposal.

18. In addition, AmCell's proposal suggests that AmCell may elect to expand its Wilmington switch in order to accommodate additional traffic in the Atlantic City Market. Pursuant to the AmCell proposal, however, the capital cost of this expansion is to be borne by the owners of the Atlantic City Market. Accordingly, the owners of the Atlantic City Market will be required to pay for the expansion of AmCell's Wilmington switch and then to lease the same switch capacity back from AmCell. AmCell's proposal, therefore, requires that the owners of the Atlantic City System both pay AmCell for the capital cost of an addition to the switch and continue to lease switching services from AmCell.


19. AmCell's proposal is not reasonable or prudent. Rather, AmCell's proposal is indefinite and may not include all of the costs that will be borne by the owners of the Atlantic City system. In addition, AmCell's proposal could result in additional expenses to the owners of the Atlantic City system in excess of \$500,000 per year for switching and facility charges that would not have to be incurred were a switch installed.

20. AmCell's proposal will result in substantial damage to USCC. In view of the technical deficiencies and almost total lack of technical detail provided in AmCell's proposal, the precise amount of that damage cannot be determined with reasonable certainty at this time. Even ignoring those technical deficiencies, however, AmCell's proposal will likely result in unreasonable and unnecessary expenses in excess of

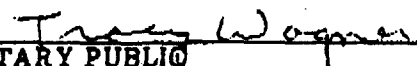
- 6 -

\$500,000 per year to the owners of the Atlantic City Market for the duration of the agreement between Thompson and AmCell.

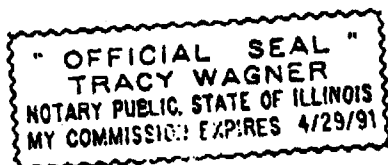
FURTHER AFFIANT SAYETH NOT.


RICHARD W. GOEHRING
Vice President for Engineering
United States Cellular Corp.

Sworn to and subscribed to before me this 30 day of June, 1988.


NOTARY PUBLIC

My commission expires 7/29/91



IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

TELEPHONE AND DATA SYSTEMS, INC., et al.,

Plaintiffs,

v.

AMERICAN CELLULAR NETWORK CORP., et al.,

Defendants.

Civil Action No. 88-0284 HHG
(Judge Harold H. Greene)

SUPPLEMENTAL AFFIDAVIT OF RICHARD W. GOEHRING

City of Rochester)
) ss:
County of Olmsted)

Richard W. Goehring, being duly sworn, states as follows:

1. I am Vice President for Engineering of United States Cellular Corporation. My business address is 1030 Higgins Road, Park Ridge, Illinois 60068.

2. I have been employed by United States Cellular Corporation ("USCC") for the past two years. In my capacity as Vice President for Engineering, I have reviewed numerous construction proposals and have worked directly with our in-house staff and with others outside of USCC in the planning, design, construction, and development of non-wireline cellular telecommunications systems. I have personal knowledge with respect to all phases of the design, planning, construction, maintenance, and operation of non-wireline line cellular telecommunications systems.

3. I have reviewed the declaration submitted by Mr. Sidney Azeez in support of Defendants' Statement of Points and Authorities in Opposition to Motion for Preliminary Injunction filed by defendants American Cellular Network Corp. and AmCell

of Atlantic City, Inc. (collectively referred to as "AmCell") in this case. Mr. Azeez's declaration contains a number of material misstatements and omissions that are critical to the issues in this proceeding and to plaintiffs' Telephone and Data Systems, Inc. and United States Cellular Corporation's motion for a preliminary injunction.

4. AmCell's proposal to construct the Atlantic City System is critically flawed in several respects. In spite of the statements in Mr. Azeez's declaration, AmCell's proposal does not provide adequate detail in order to determine whether the system AmCell proposes to construct will be technically adequate or economically viable. Moreover, based on the additional information supplied by Mr. Azeez in his declaration, AmCell's proposal would impose unreasonable and unnecessary operating expenses on the Atlantic City system.

5. Mr. Azeez states in his declaration that, under AmCell's proposal, AmCell shall serve as a general contractor. AmCell's proposal, however, fails to specify AmCell's obligations and responsibilities relative to those of Motorola with respect to construction of the Atlantic City System, specifically which organization is responsible for civil construction, RF (radio frequency) design coordination, switch translations, and all of the other aspects of system implementation. In the event AmCell is obtaining only what is referred to in the industry as Installation and Optimization ("I & O") services from Motorola for only cell site equipment manufactured by Motorola, AmCell may be serving as a general contractor. This arrangement would require that AmCell, and not Motorola, render the engineering and integration services required for construction of the Atlantic City System. If, on the other hand, AmCell's proposal is to acquire from Motorola all, or most, of the equipment and services required on other than an I & O basis, and does not require AmCell to render the engineering and integration services required by the project, AmCell will be contracting for construction of the system on a turnkey basis and AmCell's 10% fee would not be justified. AmCell's proposal does not contain adequate detail to resolve these issues.

- 3 -

6. Based upon paragraph 4 of Mr. Azeez's declaration, it is my understanding that AmCell has made a firm commitment to construct a system for the Atlantic City Market comprising at least 100 voice channels; four fully redundant cells; all necessary power plant equipment; miscellaneous transmission equipment; necessary antennas; and maintenance spares. In summary, Mr. Azeez has stated that Amcell is committed to construct a fully operational system. This representation is not at all clear from the details provided in AmCell's proposal. Moreover, AmCell's proposal does not contain adequate detail to determine what AmCell intends to build.

7. Mr. Azeez has confirmed in his declaration that costs for new towers and buildings are not included in AmCell's proposal. To the extent that AmCell leases space on existing towers and buildings, those lease costs will be borne by the owners of the Atlantic City System as operating costs and are not included in AmCell's construction cap. Neither does AmCell's proposal include any incentive for AmCell to negotiate in good faith on behalf of the owners of the Atlantic City System to secure a lease that is economically viable. To the extent that it is necessary to construct new towers and buildings to accommodate cell site equipment, it may cost approximately \$100,000 to 150,000 per cell site to construct a new cell site.

8. It is customary in the industry when bidding to construct a system to provide an estimate of the projected cost of securing cell sites and a specific assessment of their availability. AmCell's proposal includes neither. Mr. Azeez's unsupported representation that it "appears virtually certain that well-sited facilities will be available" reflects that AmCell may not, as yet, have determined the availability of such facilities or their cost. If this is the case, Mr. Azeez should so state. Even to the extent that existing cell sites are available, AmCell's proposal would require the owners of the Atlantic City System to pay for the additional cost of any additional adjoining structures that are necessary to house cell site equipment.

9. Mr. Azeez places heavy reliance on the FCC's decision in Madison Cellular Telephone Company and on reports by Robert R. Nathan Associates, Inc. ("Nathan report"), and Comp Com, Inc. ("Comp Com report"), with respect to his statements regarding the economics of the switch-sharing feature of the AmCell's proposal. ^{1/} That reliance is misplaced and misleading.

10. While the FCC's ruling in Madison Cellular Telephone Company permitted switch-sharing arrangements for the Madison market, that ruling does not even attempt to establish the principle that AmCell alleges it establishes, that switch-sharing is the economically desirable choice in every cellular system. ^{2/} The economic viability of a switch-sharing arrangement in any given market depends entirely on the respective costs of the purchase and lease options in that specific market. Moreover, the Madison case involved a market that is substantially smaller than the Atlantic City Market and therefore more dependent on neighboring markets.

11. The January 1986, Nathan report is outdated and relies on assumptions which are presently incorrect regarding the respective costs of purchasing a switch versus leasing switching services. It addresses the issue of leasing switching services generally and is devoid of any specific data analyzing the Atlantic City Market. Moreover, Mr. Azeez's declaration contains only limited, selected excerpts from the Nathan report. Mr. Azeez's failure to present the full Nathan report precludes a credible assessment of the Nathan report and acceptance of any of the conclusions Mr.

^{1/} The exhibit designations for the Robert R. Nathan Associates, Inc., and Comp Com, Inc., reports are misidentified in Mr. Azeez's affidavit. The Nathan report is attached as Exhibit B and the Comp Com report as Exhibit C to Mr. Azeez's affidavit.

^{2/} Mr. Azeez in his affidavit omitted reference to the fact that the individuals who conducted the economic analysis relied upon by the Commission in the Madison case had an interest in the system on which they were reporting. The credibility of the consultant's report and applicability of the FCC's ruling in the Madison case cannot properly be assessed without considering that factor.

Azeez purports to draw from it. In spite of Mr. Azeez's contentions, the initial cost of purchasing a switch for the Atlantic City Market is less than the cost under AmCell's proposal of leasing switching services for only two years.

12. Nathan's projections of the difference in system profitability in the fifth year of operation, as between shared switch and stand-alone modes of operation, contained in Table 16 of Exhibit B to Mr. Azeez's declaration are incorrect. The figures provided in Table 16 of Nathan's report are based on certain assumptions that are no longer true. For example, the figures relied upon by Mr. Azeez depend on the assumption that a stand-alone switch would cost "upwards of a million dollars or more." This is not correct. The cost of cellular switches has fallen precipitously during the past two years, since the Nathan report was prepared. At the present time, TDS and USCC could acquire a switch and all of the facilities required to house and support it for less than a third of that figure. Even installing the Motorola equipment that Mr. Azeez claims is needed in order to tie into a non-wireline wide area network would not cost more than 60% of that amount, even ignoring whatever discounts or financing options are available to AmCell from Motorola.

13. The Comp Com report is irrelevant to the economics of the Atlantic City Market and Mr. Azeez's reliance on it is highly misleading. The Comp Com report presents an engineering analysis of cellular service to Rural Service Area ("RSA") markets. It does not address the Atlantic City Market. The Comp Com report itself acknowledges the differences between Metropolitan Statistical Area markets which are characterized by high population densities and business cohesiveness, and Rural Service Area markets, that typically cover a large geographic area and are characterized by low population density. Comp Com report at 4, Exhibit C to Azeez Decl. The Comp Com report specifically states that "Design of cellular systems for most of the RSA's is significantly different than for MSA's." *Id.* Comp Com's recommendations cited by Mr. Azeez are based on the economics of RSA markets, that Comp Com expressly concedes

are distinguishable from Metropolitan Statistical Area markets, such as Atlantic City. Based upon my training and experience, very few RSA markets in this country would require 100 voice channels in four fully redundant cells, such as required for the Atlantic City System. The economics of RSA markets, therefore, are totally different from the economics of the Atlantic City System and are not an appropriate basis for comparison.

14. Mr. Azeez does not dispute that AmCell's switching scheme will impose costs on the Atlantic City System of approximately \$240,000 per year. Nor does Mr. Azeez dispute that these are costs that the Atlantic City System would not have to incur if it acquired and operated its own switch. Azeez Decl. ¶9. Mr. Azeez does not even allege in his declaration what it would cost to operate a switch for the Atlantic City Market in a stand-alone mode were a switch purchased for the Atlantic City System.

15. Mr. Azeez's statement that TDS and USCC "could not possibly purchase, operate and maintain its own switch at an average unit cost less than or equal to the \$0.05 per minute fee for switching services specified in the AmCell/Thompson agreement" is false. Azeez Decl. ¶9. TDS and USCC could operate a switch for the Atlantic City Market at an average cost well below the \$0.05 per minute figure alleged by AmCell. Based on my training and experience, and based upon the experience of TDS and USCC in other cellular markets, it would likely cost TDS and USCC approximately \$0.03 per minute to operate a switch for the Atlantic City System.

16. At a rate of approximately \$0.05 per minute, AmCell's proposal would impose costs on the Atlantic City System of approximately \$240,000 per year for leasing switching services. Based on the magnitude of these charges for switching services under AmCell's proposal, a switch could be purchased and operated for the Atlantic City Market for approximately two years' switching fees under AmCell's proposal. Purchasing a switch for the Atlantic City Market would allow the owners of the Atlantic City System to reduce the operating costs to the System by \$0.02 per minute, or by

approximately \$100,000 per year, relative to leasing switching services under AmCell's proposal. The owners of the Atlantic City System, therefore, could install a switch for the money they would save in approximately three years of operation of the System under AmCell's proposal and, thereby, thereafter avoid these unnecessary charges of approximately \$100,00 per year.

17. Mr. Azeez concedes that "[t]he effective per minute cost of the System's doing its own switching would be directly dependent on the volume of System usage, as well as on aggregate switching expenses, which are largely fixed." Azeez Decl. ¶10. In view of the size of the Atlantic City Market, it is anticipated that the Atlantic City Market will enjoy a high volume of service. Mr. Azeez's statements regarding "the inherent uncertainty of usage volume during the System's start up period," Azeez Decl. ¶10, are incorrect and contradictory. Mr. Azeez previously stated that AmCell would construct a system having 100 voice channels, Azeez Decl. ¶4, which would be capable of handling a substantial volume of calls from the commencement of operations. The start up period will be relatively short and projections of usage of the Atlantic City System, including AmCell's, uniformly project a high volume usage of the System. In this context, Mr. Azeez's statement that "the guaranteed margin protection feature of AmCell's switching rate is an additional and substantial benefit that the switch sharing feature confers upon the system," Azeez Decl. ¶10, is incorrect and is disingenuous. The benefit of the margin protection feature alleged by Mr. Azeez is illusory. It is anticipated that the Atlantic City System will enjoy a level of usage that would result in substantial revenues for switching fees based upon the volume of service. Under AmCell's switching scheme, these revenues will be siphoned away from the Atlantic City System in the form of switching fees to AmCell. Hence, the economic effect of AmCell's proposal would be to benefit AmCell's Wilmington system at the expense of the Atlantic City System. The Atlantic City System would not be deprived of the economic benefits or efficiencies resulting from increased traffic volume on the System, under a

scenario in which the System were to purchase, operate, and maintain its own switch. The Atlantic City System will enjoy the full benefits of volume usage only if the System purchases its own switch rather than leasing switching services from AmCell.

18. Mr. Azeez represents in his declaration that the \$1,250,000 cap on construction costs includes all necessary facilities to transport calls from the Atlantic City System to AmCell's Wilmington switch and back. In contrast to Mr. Azeez's representations, AmCell's proposal does not provide sufficient detail to determine whether or not those facility charges are included in AmCell's construction cap, absent the supplemental explanation supplied by Mr. Azeez's declaration. AmCell's proposal states that calls will be transferred by microwave relay but does not list the necessary facilities to accomplish this function as being included in AmCell's cap. While, TDS and USCC accept Mr. Azeez's representations that AmCell's proposal includes such facility charges, Mr. Azeez fails to specify where in AmCell's proposal that information is set forth.

19. Mr. Azeez's allegation that "it is not possible to add a system to the Northeast corridor non-wireline network that does not employ a Motorola switch," Azeez Decl. ¶13, is incorrect and is extremely misleading. Mr. Azeez concedes that the industry is presently in the process of developing technical standards that would make it feasible to link Motorola and other types of switching equipment in the same non-wireline wide area network. Azeez Decl. ¶13. Based upon progress in this area, it appears likely that this capability will be available by as early as the third quarter of 1989, under current projections. Mr. Azeez's representation that "it appears that the date of reliable implementation of wide area network incorporating different brands of switches is years away," Azeez Decl. ¶13, is incorrect. Furthermore, Mr. Azeez has not attempted in his declaration to quantify the benefits to the owners of the Atlantic City System of participation in a wide area network. In addition, in that Mr. Azeez has not indicated when the System will be completed, it is quite possible that the benefits of

wide area network service may be available to customers of the Atlantic City System under the industry technical standard by the time the System is operational.

20. Mr. Azeez's assertions regarding the alleged benefits of participation in a non-wireline wide area network are overstated. Azeez Decl. ¶¶ 13-17. In order to integrate the Atlantic City system into a non-wireline wide area network, there must be sufficient overlap between the coverage of the cells that will be constructed for the Atlantic City System and the cells of an adjoining system that is part of the non-wireline wide area network. Further, there must be agreement between the owners of the Atlantic City System and the owners of the adjoining system to provide wide area network service across the boundary between their respective systems. Mr. Azeez's declaration fails to establish that both of these requirements will be met for the Atlantic City System and, if so, when they will be met. In any event, the need for non-wireline wide area network service is generally minimal. Since the duration of the average cellular call is only about 2 or 3 minutes, it is unlikely that a substantial proportion of calls in the Atlantic City System would be interrupted even were non-wireline wide area network service unavailable. If a call is interrupted, the customer need only redial the call.

21. In any event, the alleged benefits of wide area network non-wireline service could be secured to the Atlantic City Market at the present time by installation of a Motorola switch for the Atlantic City Market. Were a Motorola switch purchased for the Atlantic City Market, there would be no "hole" in the wide area network of the type alleged by Mr. Azeez. By installing a Motorola switch in the Atlantic City Market, the Atlantic City System could be added to the Northeast regional non-wireline network from its inception. Regardless which type of switch is installed in the Atlantic City Market, the alleged benefits of a non-wireline wide area network could be available to the Atlantic City Market within the first year of operation. Thus, even were a non-Motorola switch purchased for the Atlantic City Market, there would be no "hole" in the


non-wireline wide area network for the Atlantic City Market by 1989, when it is likely that switches manufactured by different manufacturers will be compatible. Hence, Mr. Azeez's arguments regarding the alleged loss of the alleged benefits of a non-wireline network are incorrect and misleading.

22. Mr. Azeez's statement that "[i]f AmCell is not permitted to build the Atlantic City System, and the System is built with non-Motorola equipment, AmCell will not place its customers on the System, because the System will not be able to provide wide area service to AmCell's customers comparable to that provided by the wireline carrier," Azeez Decl. ¶ 17, is an irrational threat. As noted above, in all probability, the system will be able to provide wide area service comparable to that of the wireline system within the first year of operation, regardless of whether a Motorola or non-Motorola switch is installed. If a Motorola switch is installed, wide area service comparable to that offered by the wireline system could be available when the non-wireline System begins operation.

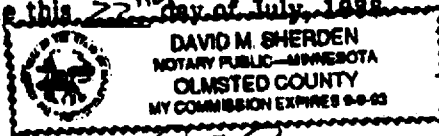
23. It is my understanding that AmCell has already set the equipment of its customers in the Atlantic City Market to the non-wireline channels, so that they will automatically be served by the non-wireline carrier once the non-wireline system becomes operational. By refusing to transfer its customers to the non-wireline, AmCell would ensure that its customers will be deprived of the alleged benefits of a non-wireline wide area network service. If AmCell refuses to transfer its non-wireline customers and sets their equipment to the wireline frequency, AmCell's customers will not be able to employ AmCell's non-wireline wide area service when they leave the Atlantic City System. Hence, AmCell's statement that it will refuse to transfer its customers to the non-wireline system will not ensure that its customers will receive better service but will instead ensure that they will be deprived of the alleged benefits of wide area service from the non-wireline system.

- 11 -

FURTHER AFFIANT SAYETH NOT.



RICHARD W. GOEHRING
Vice President for Engineering
United States Cellular Corp.

Sworn to and subscribed to before me this 22nd day of July, 1993



NOTARY PUBLIC

My commission expires _____

9-9-93

GURMAN, KURTIS, BLASK & FREEDMAN

CHARTERED

SUITE 500
1400 SIXTEENTH STREET, N.W.
WASHINGTON, D.C. 20036(202) 328-8200
TELECOPIER: (202) 462-1784**DOCUMENT TRANSMISSION FORM**TO: Alan V. Naftalin, Esq./Herbert D. Miller, Jr., Esq.TELECOPIER PHONE: (202) 467-5915FROM: Louis GurmanTIME: 5:50 pmDATE: January 10, 1995REFERENCE #: 266-1**CONFIDENTIALITY NOTE:**

THE INFORMATION WHICH FOLLOWS AND IS TRANSMITTED HERewith IS ATTORNEY/CLIENT PRIVILEGED, TRADE SECRET AND/OR CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE VIEWING AND USE OF THE INDIVIDUAL RECIPIENT NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY REVIEW, USE, COMMUNICATION, DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE OR OVERNIGHT DELIVERY SERVICE AT OUR EXPENSE. THANK YOU.

This transmission consists of a total of 37 pages (including this page). If you have any problems with this transmission, please call (202) 328-8200 and ask for Ruth.

Certificate of Service

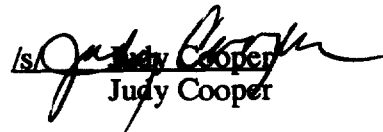
I, Judy Cooper, a secretary in the law firm of Koteen & Naftalin, hereby certify that I have this date sent copies of the foregoing to the following by hand:

Honorable Joseph Chachkin
Administrative Law Judge
Federal Communications Commission
Room 226
2000 L. Street, N.W.
Washington, D.C. 20554

*David A. Lokting, Esq.
Stoll, Stoll, Berne, Fischer, Portnoy & Lokting
209 S.W. Oak Street
Portland, OR 97204

Joseph Paul Weber, Esq.
Terrence E. Reideler, Esq.
Federal Communications Commission
Wireless Telecommunications Bureau
Room 644
1919 M Street, N.W.
Washington, D.C. 20554

* By Fax

/s/ 
Judy Cooper

Stuart F. Feldstein, Esq.
Fleischman & Walsh
1400 Sixteenth Street, N.W.
6th Floor
Washington, D. C. 20036

March 16, 1995

Louis Gurman, Esq.
Gurman, Kurtis, Blask & Freedman, Chartered
1400 Sixteenth Street, N.W.
Suite 500
Washington, D.C. 20036